

On April 9, 1925, E. A. Archibald, jr., San Francisco, Calif., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of the court was entered, finding the product adulterated and ordering its condemnation and forfeiture, and it was further ordered by the court that the said product be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with section 10 of the act, conditioned in part that it be relabeled under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**13459. Misbranding of Sal-Tonik. U. S. v. 5 Packages of Sal-Tonik. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 18010. I. S. No. 5651-v. S. No. C-4164.)**

On November 13, 1923, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 5 packages of Sal-Tonik, remaining in the original unbroken packages at Ihlen, Minn., alleging that the article had been shipped by the Guarantee Veterinary Co., from Sioux City, Iowa, on or about October 9, 1923, and transported from the State of Iowa into the State of Minnesota, and charging misbranding in violation of the food and drugs act as amended.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it consisted essentially of 89.3 per cent of salt (sodium chloride) containing small amounts of sulphur, sodium sulphate, sodium carbonate, iron oxide, and calcium carbonate, with traces of a magnesium compound and plant material.

Misbranding of the article was alleged in the libel for the reason that the following statements appearing on the carton containing the said article and in the accompanying circular, (carton and circular) "Disease Preventive Worm Destroyer," (circular) "composed of \* \* \* worm destroying drugs \* \* \* worm destroyers \* \* \* Is A Vermifuge (Worm Destroyer) \* \* \* stock \* \* \* will Doctor Themselves Automatically \* \* \* supplies them with \* \* \* vermifuges (worm destroyers) just When and Where your hogs \* \* \* sheep \* \* \* cows \* \* \* horses need them and Doctors Them Automatically \* \* \* positively destroys stomach worms and free intestinal worms As Soon As They Are Hatched \* \* \* This is the \* \* \* way to rid your stock of worms \* \* \* prevents many diseases caused by these worms \* \* \* works along the lines of prevention: that is Kill The Worm While It Is Small \* \* \* Is intended to keep your animals From Getting Sick \* \* \* to Destroy The Worm As Soon As It Is Hatched," regarding the curative and therapeutic effects of the said article, were false and fraudulent, since it contained no ingredient or combination of ingredients capable of producing the effects claimed. Misbranding was alleged for the further reason that the labeling stated "Red Pepper (Capsicum) present," whereas analysis showed that it was absent.

On June 18, 1925, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**13460. Adulteration of canned tuna fish. U. S. v. 17 Cases and 12 Cans of Tuna (Tonno) Fish. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 19467. I. S. No. 20710-v. S. No. W-1623.)**

On January 8, 1925, the United States attorney for the District of Colorado, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 17 cases and 12 cans of tuna fish, remaining in the original unbroken packages at Denver, Colo., consigned by the Van Camp Sea Food Co. (Inc.), San Pedro, Calif., alleging that the article had been shipped from East San Pedro, Calif., on or about February 29, 1924, and transported from the State of California into the State of Colorado, and charging adulteration in violation of the food and drugs act. The article was labeled in part: "Van Camp's Brand Tonno \* \* \* Packed By Van Camp Sea Food Co. San Pedro, Calif."

Adulteration of the article was alleged in the libel for the reason that it consisted in part of a filthy, decomposed, and putrid animal substance, to wit, of decomposed and rotten tuna fish.

On June 29, 1925, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**12461. Adulteration of butter. U. S. v. 7 Cubes of Butter. Consent decree of condemnation and forfeiture. Product released upon deposit of collateral.** (F. & D. No. 20066. I. S. No. 23402-v. S. No. W-1701.)

On April 18, 1925, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 7 cubes of butter, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been shipped by the Savinar Co., Portland, Oreg., April 14, 1925, and transported from the State of Oregon into the State of Washington, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance deficient in milk fat content had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength, and had been substituted wholly or in part for the said article, and for the further reason that a valuable constituent, butterfat, had been abstracted from the article.

On May 1, 1925, T. B. Klock & Co., Seattle, Wash., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the deposit of \$200 collateral to insure the reconditioning of the product under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**13462. Misbranding and alleged adulteration of butter. U. S. v. 8 Cases of Butter. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 20092. I. S. No. 23409-v. S. No. W-1708.)

On May 5, 1925, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel and on May 6 an amended libel praying the seizure and condemnation of 8 cases of butter, remaining in the original unbroken packages at Seattle, Wash., alleging that the article had been delivered for shipment to the Territory of Alaska by the West Coast Grocery Co., and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Tin) "Bradner's Jersey Creamery Butter. This Can Contains Two Pounds \* \* \* Manufactured And Packed By The Bradner Company Seattle Washington U. S. A."

Adulteration of the article was alleged in the libel for the reason that a substance deficient in milk fat content had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality, and had been substituted wholly or in part for the said article. Adulteration was alleged for the further reason that a valuable constituent of the article, butterfat, had been abstracted therefrom.

Misbranding was alleged for the reason that the statement "Butter" was false and misleading and deceived and misled the purchaser, for the further reason that it was offered for sale under the distinctive name of another article, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On May 13, 1925, the Bradner Co., Seattle, Wash., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of the court was entered, finding the product misbranded, in that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the package, and ordering its condemnation and forfeiture, and it was further ordered by the court that the product be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$250, in conformity with section 10 of the act, conditioned in part that it be relabeled under the supervision of this department.

C. F. MARVIN, *Acting Secretary of Agriculture.*